

TENANT CONSTRUCTION OR ALTERATION APPLICATION

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**APPLICANT MUST READ THE TERMS AND CONDITIONS PRINTED BELOW**

The Applicant shall not commence performance of any of the said work prior to posting a fully executed and approved copy of the TAIT TCAA.

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**INFORMATION FROM APPLICANT:**

Tenant Name:

Approval Number:

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Description of Work and Reason (Include cost estimate, scheduling and completion time):

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Contractor (if not known, submit when known):

Engineer or Architect:	Address:	Telephone Number
Signature of Authorized Representative:	Date:	
Signature of Licensed Prof. Engineer or Arch.	Date:	

**INFORMATION FROM AIRPORT AUTHORITY:**

Application is:    Approved        Disapproved        Subject to the following conditions:

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Application Fee:    Check     Invoice

*Applications will not be processed until payment is received.*

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By:

Date:

Tulsa Airports Improvement Trust

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## TERMS AND CONDITIONS

1. The Applicant shall comply also with such Federal, State, and Municipal laws, statues orders, and regulations if any, as may be legally applicable to the work of the performance thereof, or its employees therein.
2. The Applicant shall indemnify and hold harmless the Tulsa Airport Authority (TAA), Tulsa Airports Improvement Trust (TAIT), the City of Tulsa, their governing officials, officers, agents, and employees, against and from **(a)** the risk of injuries (including wrongful death) or damage direct or consequential, to it or them or to its or their property, arising out of or in connection with the performance of the work, and **(b)** the risk of claims and demands by third persons arising or alleged to arise out of the performance of the work, whether such risks arise out of acts or omissions of the Applicants, its contractors, the TAA, TAIT City of Tulsa, or otherwise. \*\*
3. The Applicant shall pay all claims lawfully made against it by contractors, sub-contractors, material men, and workmen, and all claims lawfully made against it by other third persons arising out of or in connection with or because of the performance of the work, and shall cause all contractors and subcontractors to pay all such claims lawfully made against them.
4. The Applicant is required to submit a processing fee of 15% of construction/ alteration cost; not to exceed \$250.00 per application. Fees are non-refundable in the event the project is canceled, withdrawn and/or not approved.

### **INSTRUCTIONS \ REQUIRED ITEMS**

1. Submit "Tenant Construction or Alteration Application" with two sets of Construction & As-Built plans and specifications, meeting FAA AC 150/5300- 16, 17 and 18 requirements, signed by Architect or Engineer registered in the State of Oklahoma to:

Director, Engineering and Planning  
Tulsa Airports Improvement Trust  
P.O. Box 581838  
Tulsa, OK 74158-1838

2. Submit a copy of the City of Tulsa "Building Permit" and other licenses or permits necessary under Federal, State, or City laws, statutes, orders, or regulations.
3. Submit list of major suppliers.
4. Submit proof of insurance from Contractor as follows:

Workmen's Compensation	As Required by Law
Employer's Liability	\$100,000 per accident (minimum)
Comprehensive General	\$250,000 per person
Liability - Combined Single	\$500,000 per accident
Limit for Bodily Injury and	
Property Damage	

Automobile Liability -	\$250,000 per person
Combined Single Limit for	\$500,000 per accident
Bodily Injury and Property	
Damage	

Contractor's liability insurance policies shall run to the Contractor as assured and contain an agreement by the insurer to indemnify the Contractor against any and all actions, claims, judgments, or demands for damages arising on account of injuries of whatsoever kind and character sustained by any person or persons on account of the construction of this work.

Where applicable, property damage liability must be endorsed for blasting, the collapse of or structural injury to any building or structure and damage to underground property, such as wires, conduit pipes, mains, sewers or other similar property.

Provide waiver of subrogation of all policies in favor of certificate holder, City of Tulsa, TAA, TAIT, their governing officials, officers, agents and employees.

The certificate(s) of insurance, or endorsement(s) attached thereto, shall provide that (a) the insurance coverage shall not be canceled, changed in coverage, or reduced in limits without providing prior written notice to TAIT per the policy provisions, (b) TAIT, the Authority, and the City, and their trustees, councilors, agents, officers, servants, and employees are names as additional insureds, (c) the policy shall be considered primary as regards any other insurance coverage TAIT or the Authority may possess, including any self-insured retention of deductible TAIT or the Authority may have, and any other insurance coverage TAIT or the Authority may possess shall be considered excess insurance only, (d) the limits of liability required therein are on an occurrence basis, and (e) the policy shall be endorsed with a severability of interest or cross-liability endorsement, providing that the coverage shall act for each insured and each additional insured, against whom a claim is or may be made in a manner as though a separate policy had been written for each insured or additional insured; however, nothing contained herein shall act to increase the limits of liability of the insurance company.

Cancellation language should read: "Should any of the above described policies be cancelled before the expiration date thereof, Notice will be delivered in accordance with the Policy Provisions."

Certificate Holder:

Tulsa Airports Improvement Trust  
P.O. Box 581838  
Tulsa, OK 74158-1838"

5. Contact List of Contractors, Project Manager and Tenant Point of Contact.
6. At end of project, submit lien waiver from Contractor and one set of Electronic as-built plans meeting the requirements outlined in FAA AC 150/5300- 16, 17 and 18.
7. Construction Schedule with critical dates marked.

8. All Change-Orders and material submittals must be provided to TAIT for review before and during construction.
9. Utility Shutdown Request form, for each event, 24 hour notice is required for all request.
10. Copies of all State Contractors, Journeyman's and Apprentices licenses for the State of Oklahoma and the City of Tulsa. For all workman on site.
11. FAA Form 7460-1, Airspace Study Application, must be completed and sent to the Airport Authority for review. The Authority will then forward the application to the FAA for approval. All construction projects on or near airports operated by the Authority must submit an airspace study application.
  - a. Please ensure that the application includes the structure to be completed and any temporary cranes, structures, etc. required to build the facility.

**\*\* REFERENCE INFORMATION**

**City of Tulsa Permitting Office.**

175 E. 2<sup>nd</sup> Street, 4<sup>th</sup> Floor  
Tulsa, OK 74103  
Phone: 918-596-9456

**Federal Aviation Administration**

Refer to Form 7460-1.doc

\* FAA review typically takes four (4) to six (6) weeks for processing.

**TCAA Review Process**

Tenant has 60 days to submit Construction Plans and TCAA application.

TAIT has 30 days to review TCAA and construction plans.

Tenant has 30 days to correct\ modify and submit modifications to plans and TCAA.

TAIT has 30 days to review, approve and issue building approval.

*(Building approval is void after 30 days from the date of issuance unless substantial construction has commenced.)*

**WiFi \ Hot Spots \ Internet**

TAIT's Information Technology department must review and authorize all WiFi hotspot or internet installations.

**Security Screening**

Security Screening of equipment or supplies, if applicable, requires coordination and scheduling with TAIT's Operations department at least 48 hours in advance.

Badge training is scheduled through TAIT's Operations Office.